CONTRACT #5 RFS # 359.62-032

Department of Children's Services

VENDOR: Vanderbilt University

REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED	
gai.	,
Commissioner of Finance & A	Administration
Date:	

EACH R	EQUEST ITEM BELOW <u>MUST</u> BE DETAILED OR ADDRESSED <u>AS R</u>	•
1) RFS#	359.62-032-06	RECEIVED
2) State Agency Name :	Department of Children's Services	APR 1 8 2006
	EXISTING CONTRACT INFORMATION	ISCAL REVIEW
3) Service Caption:	Therapy Services – Group and Individual Treatment at Woodla Development Centers	and Hills and New Visions Youth
4) Contractor:	Vanderbilt University	
5) Contract#	FA-06-16490	
6) Contract Start Date :		July 1, 2005
7) Current Contract End Dat	e IF all Options to Extend the Contract are Exercised :	June 30, 2010
8) <u>Current</u> Total Maximum C	ost IF <u>all</u> Options to Extend the Contract are Exercised :	\$1,020,000.00
	PROPOSED AMENDMENT INFORMATION	
9) Proposed Amendment #		One
10) Proposed Amendment Ef (attached explanation requi	fective Date : red if date is < 60 days after F&A receipt)	April 1, 2006
11) Proposed Contract End D	Date IF <u>all</u> Options to Extend the Contract are Exercised :	June 30, 2010
12) <u>Proposed</u> Total Maximum	Cost IF <u>all</u> Options to Extend the Contract are Exercised:	\$1,101,146.00
13) Approval Criteria : (select one)	use of Non-Competitive Negotiation is in the best interes	t of the state
	only one uniquely qualified service provider able to prov	ide the service
14) Description of the Propos	sed Amendment Effects & Any Additional Service :	
Projected service levels have e increased maximum liability will	ng procured. The contractor will continue to provide the same so xceeded those service levels originally anticipated when the orig allow student residents to continue receiving these essential se ally stated bed capacity of each facility, delete the contract lang ility to cover projected expenditures for the remaining contract to	inal contract was awarded. The evices. This resubmitted amendment uage identifying specific annual liabilities

1

15) Explanation of Need for the Proposed Amendment :	
A review of the projected service levels to date for this fiscal year, indicate that the adequately cover costs at WHYDC for the remainder of the fiscal year. Consequiability is required. Also, NVYDC, the new DCS youth development center for feincrease from the present number of twenty-four female student residents to this reduction in service levels is not anticipated. To ensure that the maximum liabilitiability by \$11,000.00 per year for FY 2006 and 2007, plus an additional 2% inciterm. Also should future fiscal years experience lower than budgeted service let forward and reallocate funds as necessary.	emales anticipates that its student population will ty-six by June 30, 2006. Unfortunately, a future ty is adequate, DCS must increase the maximum trease per year for the last three years of the contract
16) Name & Address of Contractor's Current Principal Owner(s): (not required if proposed contractor is a state education institution)	
Vanderbilt University Department of Psychiatry 1500 21 st Avenue South Ste 2200 Nashville, Tennessee 37212	
17) Documentation of Office for Information Resources Endorsement : (required only if the subject service involves information technology)	
select one: Documentation Not Applicable to this Request	Documentation Attached to this Request
18) Documentation of Department of Personnel Endorsement : (required only if the subject service involves training for state employees)	
select one: Documentation Not Applicable to this Request	Documentation Attached to this Request
19) Documentation of State Architect Endorsement : (required only if the subject service involves construction or real property re	elated services)
select one: Documentation Not Applicable to this Request	Documentation Attached to this Request
20) Description of Procuring Agency Efforts to Identify Reasonable, Com	petitive, Procurement Alternatives :
Procurement alternatives have not been attempted as this vendor is the curren competitive procurement.	t contractor having won the contract through a
21) Justification for the Proposed Non-Competitive Amendment:	
The services provided under this contract are required services and must be a	vailable to students at both NVYDC and WHYDC.
REQUESTING AGENCY HEAD SIGNATURE & DATE: (must be signed & dated by the <u>ACTUAL</u> procuring agency head as detailed or by an authorized signatory will be accepted only in documented exigent circum	n the Signature Certification on file with OCR— signature istances)
Viola P. Milh	04/17/06
Agency Head Signature	Control of the Contro

flexibility in the future to reallocate unspent funds from previous contract years.

Explanatory Note Regarding: Request submitted to F&A in less than 60 days.

Earlier in the calendar year, DCS began efforts to amend certain professional services contracts at the WHYDC facilities that needed their liabilities amended due to greater than expected utilization levels. However, while engaged in the process we were also made aware that NVYDC was expecting an increase in the student population, which would require amendments of additional contracts as well as those on which work had already begun. Since both facilities share the same contractors, both were asked to coordinate the liability reviews of their professional services contracts. The compilation of necessary information was completed in time for DCS to submit the request and be scheduled on the March 20, 2006 FRC agenda. The March 20th FRC meeting resulted in the approval of the original amendment request and three others.

However, during the meeting, discussion ensued that generated a review of the DCS policy of specifying the annual liabilities of multi-year contracts in the contract document. This effort plus a misstatement regarding bed capacity at NVYDC, has required DCS to resubmit several amendment requests. DCS could not resubmit until a review of DCS policy could be conducted and an analysis of each contracts' liability needs could be performed.

The original requests contained April 1, 2006 as the effective start date. The unforeseen necessity to reevaluate DCS policies and the expenditures by allotment code for each contract has created a necessary but unexpected further delay in expediting this amendment. Consequently, we need to retain the original effective date of April 1, 2006 and are respectfully requesting immediate approval of this resubmitted request.

Your assistance is greatly appreciated.

AMENDMENT ONE TO CONTRACT FA-06-16490 BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF CHILDREN SERVICES WOODLAND HILLS AND NEW VISIONS YOUTH DEVELOPMENT CENTERS AND VANDERBILT UNIVERSITY

This Contract, by and between the State of Tennessee, Department of Children Services (DCS), Woodland Hills and New Visions Youth Development Centers, hereinafter referred to as the "State" and Vanderbilt University, hereinafter referred to as the "Contractor", is hereby amended as follows:

- 1. Delete Section A.1. in its entirety and insert the following in its place:
 - A.1. The Contractor agrees to perform the following gender separate services for female student residents at New Visions Youth Development Center student(s) male student residents at Woodland Hills Youth Development Center upon DCS request.
- 2. Delete Section C.1. in its entirety and insert the following in its place:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Million, One Hundred and One Thousand, One Hundred Forty-six Dollars, (\$1,101,146.00). The Payment Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Payment Rates include, but are not limited to, all applicable taxes, fees, overheads, profit, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with Payment Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:	n, •**
Vanderbilt University:	gr*
Michael Cull, APRN	Date
- COLULIA CONTRACTO	
Department of Children's Services:	
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Viola P. Miller, Commissioner	Date
APPROVED:	
DEPARTMENT OF FINANCE AND ADMINISTRATION:	
DEPARTMENT OF FINANCE AND ADMINISTRATION	
M. D. Goetz, Jr., Commissioner	Date
DEPARTMENT OF PERSONNEL:	
N. E. Jahren and Astina Commissioner	Date
Nat E. Johnson, Acting Commissioner	Date
COMPTROLLER OF THE TREASURY:	
John G. Morgan, Comptroller of the Treasury	Date



FAX TRANSMITTAL

TO :

Dr. Lynn Goodman, Director

Employee Development & EEO

FAX # 532-0728

FROM:

Steven Barlar, Program Director

DCS Contracts Section

FAX # 244-8969

DATE:

February 28, 2006

RFS#

359.62-032-06

RE:

Procurement Endorsement — Amendment One to FA-06-16490, with

Vanderbilt University.

NUMBER OF FAX PAGES (including cover): 4

The nature and scope of service detailed in the attached service procurement document(s) appears to require Department of Personnel (DOP) review and support, because the procurement involves training of state employees.

This communication seeks to ensure that DOP is aware of the procurement and has an opportunity to review the matter. Please determine whether DOP is supportive of the procurement. If you have any questions or concerns about this matter, please call Steven Barlar at 615-532-2457. DOP fees met phowide thes

Accompanying Document(s)

See Summary Sheet indicating the current annual and total maximum liabilities, and pages 1-2 for the complete Scope of Services, (see A.2.e. for staff training item) of the initial Contract copy of FA-05-16490.

Note: We are developing Amendment #1 to FA-06-16490 which requests an increase in the contract's maximum liability for FY 2006 in the amount of \$11,000.00. This increase is necessary due to the New Visions YDC student population being doubled from twelve to twenty-four. No other changes are being made to the contract except the maximum liability. Please let me know if you need further information or assistance in any way.

We are requesting immediate review and approval as DCS is atriving to expedite several amendments that are necessary due to unexpected increases in service needs at Woodland Hills YDC and the doubling of the student resident population at New Visions YDC. Please indicate below your response to this proposed procurement, and return this communication at your earliest convenience (note the return FAX number above).

Thanks for your assistance

Department of Personnel Endorsement:

of Employee Development & EEO Signature & Date

DCS CONTRACTS ADMINS

2-28-06

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2007	\$204,000.00							\$204,000.00
2008	\$204,000.00		-					\$204,000.00
2009	\$204,000.00							\$204,000.00
2010	\$204,000.00							\$204,000.00
Total:	1,020,000.00							\$1,020,000.00
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Contract Number

RFS 359.62-032

iscal Year

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Allotment Gode	losi Center	Object Code	Fund.	Grant Code.	Suegrant Code	ICFDA#	Amount
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TOTAL

\$204,000.00

Contract Number RFS 359.62-032

Fiscal Year 2009 Amount Alloiment Cost Center Object Code Subgrant CFDAL# Fund \$169,000.00 11 134 550 35962 \$35,000.00 11 550 134 359.64 \$204,000.00

RFS 359.62-032 Fiscal Year 2010 Allotment Gode Cost Center | Object Code Subgrant Code Fund Grant Code \$169,000.00 11 134 35962 550 \$35,000.00 11 134 359.64 550 \$204,000.00

VE PROCUREMENT METHOD

REQUEST	ALIENNATIVE	1 17000112111011111111111111111111111111
APPROVED	BECE M	TAPPROVED w the deletion noted on page
Jan W. W	ordanker 1113-3 1	IM J goety hours
Comparoller of the Treasury		Commissioner of Finance & Administration
Date:\\ 3-8-0	5	Date: FEB 2 5 2005
		that will result in a contract requiring the approval of the Comptroller.
Each of the request items be		t <u>must</u> be individually detailed or addressed <u>as required.</u> DED IS INCOMPLETE, NON-RESPONSIVE, OR DOES NOT
RFS.# 359.62-032		
STATE AGENCY NAME:	Department of Children's Services	
SERVICE CAPTION:	Group and Individual Counseling S	Services
CONTRACT START DATE: (If date is < 60 days after F&A re	ceipt, attach required explanation)	July 1, 2005
LATEST POSSIBLE END DATE (Including ALL options to extend)		June 30, 2010
TOTAL MAXIMUM COST: (including ALL options to extend)		\$1,020,000.00 (for five year term)
ADDITIONAL REQUIRED REQI	JEST DETAILS BELOW (address)	each Item immediately following the requirement text)
(1) description of service to be	C. Stationary Recognitions of the con-	
Provide gender separate Group (WHYDC) for up to 120 males or females.	and Individual Counseling Services on the original campus and also 24 fe	to student residents at Woodland Hills Youth Development Center, male resident students housed in the New Visions facility for
(2) justification for using an A	Iternative Procurement Method re	ather than an RFP:
	es in our YDCs are, and nave be CCS in 1996. This service is not	lividual Therapy services is not a new or unknown service to een, a significant component to their array of services and t temporary in nature, as it is a required service component orderstands these services as required within the parameters

within the YDC array of services. Consequently, DCS fully und of this contract.

State law specifies the credentials and qualifications of those individuals capable of providing these services, thus defining for the purposes of procurement, individuals that are minimally qualified to perform these services. Unlike the RFP process, DCS does not need the potential bidder(s) to provide a detail of information that would be required to educate DCS about this service technology or the proposers understanding and capabilities to provide the service. It is hoped that the use of the alternative competitive method, in lieu of the time consuming RFP process, will also remove those potential barriers to bidding that an RFP might generate, and will thus encourage more providers to submit bids

(3) proposed alternative procurement procedures and contractor selection criteria:

1) Identification of Potential Contractors DCS will identify potential Contractors in the immediate and surrounding area(s) of WHYDC_Potential bidders will be identified through the State Service Provider Registry, professional contacts known to WHYDG State,

Office of Contracts Review

phone directory natings and protocolorial decembers.

Bid Packets will be sent to each interested vendor. Should the number of potential vendors be limited, bid packets will be sent to all vendors on the list. Should the number of potential vendors identified be significant, DCS will send out a letter of inquiry requesting that they declare an interest in receiving a bid packet. Each prospect will be sent a bid packet and invited to bid in an effort to receive the contract award. Bid packets will contain: instructions detailing the submission of bids; a description of the submission requirements; a copy of the Sample Contract, and a Proposers Bid Sheet.

- 2) Each bidder must also submit:
- a brief and complete description of their experience in providing these or similar services outlined in the sample contract's scope of services, including copies of certificates and licenses qualifying them to provide these services:
- a listing of at least three references with whom the bidder has previously contracted to provide comparable services:
- a copy of the completed bid sheet containing bids for each service item listed.
- a description detailing how services are to be provided
- 2.a. Should the bidder also plan to utilize other individuals to provide services, they will need to submit:
 - a brief and complete description of their experience in providing similar services
 - copies of certificates or licenses for each individual identified other than the bidder.
- 3) Evaluation of Submitted Bidder Packets:
- 3.a. A team of three DCS employees will review the response documentation from each bidder. In order for a bid to be accepted for further evaluation, the DCS evaluators must determine that a bidder's documentation of qualifications indicates that the bidder would be at least minimally acceptable as a contractor for the given service. The DCS evaluator determinations regarding each bidder will be documented in writing for the procurement file.
- 3.b. A procurement coordinator will review the cost proposal (bid sheet) for each bidder found by evaluators to be at least minimally acceptable. The coordinator will determine if the cost proposal complies with bid packet instructions without qualification and will document in writing any finding to the contrary for the procurement file.
- 3.c. The procurement coordinator will then review all compliant bid sheets. The cost proposal will be evaluated and socied using the same concept as an RFP. The procurement coordinator will then identify the bidder offering the lowest cost to the State and DCS will award the contract (exactly as detailed in the bid packet and drafted in accordance with relevant F & A regulations)
- 4) Staff Qualifications for these services are as follows:

Therapists must have a Doctoral or Master's Degree in the appropriate discipline(s); Tennessee Licensed Psychologist-Health Service Providers; Licensed Mental Health Professionals with at least a Master's degree; those who are trained and qualified Master's level Mental Health Professionals receiving ongoing clinical supervision from, at a minimum, a Licensed Mental Health Professional; and students who are matriculated in a Masters level mental health training program and are registered for practicum or internship placement and have appropriate and ongoing clinical supervision from a Tennessee Licensed Mental Health Professional.

- 5) The successful Contractor must be willing to provide the following services:
 - Group Therapy, i.e., (Psychotherapy & Substance Abuse Counseling.)
 - Individual Therapy, i.e., (Psychotherapy & Substance Abuse Counseling.)
 - Mental Health Case and Program Consultation

* Deleted aga condition of approval. per 5 20052

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*	Telephone and On-site Consultation 24 Float On Sale	
•	On-site Training for WHYDC staff.	
(4) documentation	on of OIR endorsement of the Non-Competitive procured y.if the subject service involves information technology)	nent request ;
select on	ne: Documentation Not Applicable to this Request	Documentation Attached to this Request
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	SIGNATURE:DATE:	2-23-05



FAX TRANSMITTAL

FA	X IRANSWILLIAL	,
TO:	Lynn Goodman, Director of Employee Development & EEO	FAX # 532-0728
FROM:	Steven Barlar, Program Director, DCS Contracts Review	FAX # 244-8969
DATE:	DATE: February 15, 2005	
RFS#	359,62-032	<u> </u>
RE:	DOP Procurement Endorsement Documentation for — Group and individual Treatment at Woodland Hills Youth Do Center	evelopment
	NUMBER OF FAX PAGES (INCLUDING COVER): (4)	
This com review th procurem convenie	e training (not pursuant to an information technology procurement). munication seeks to ensure that DOP is aware of the procurement and to matter to determine whether DOP is supportive. Please indicate DOP is supportive. Please indicate DOP is supportive to determine whether DOP is supportive. Please indicate DOP is supportive. Please indicate DOP is not described by signature below and return this communication at your not (note the return FAX number above). The any questions or concerns about this matter, please call Steven Batter.	rearliest
Thank yo	u for your help.	
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DOP EN	DORSES THE SUBJECT PROCUREMENT REQUEST	
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CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF CHILDREN SERVICES WOODLAND HILLS AND NEW VISIONS YOUTH DEVELOPMENT CENTERS AND VANDERBILT UNIVERSITY

This Contract, by and between the State of Tennessee, Department of Children's Services (DCS), Woodland Hills and New Visions Youth Development Centers, hereinafter referred to as the "State" and Vanderbilt, hereinafter referred to as the "Contractor," is for the provision of Group and Individual Therapy, as further defined in the "SCOPE OF SERVICES."

The Contractor is a non profit educational institution.

The Contractor's address is:

Department of Psychiatry 1500 21st Avenue South Ste 2200 Nashville, TN 37212

The Contractor's place of incorporation or organization is Tennessee.

A. SCOPE OF SERVICES:

- A.1. The Contractor agrees to perform the following gender separate services for up to 24 female New Visions student(s) and 120 male student(s) at the Woodland Hills Youth Development Center upon DCS request.
- A.1.a. The contractor further agrees to provide necessary resources to provide the following services within the time restraints as may be required by DCS Policy.
- A.2. The Contractor shall provide Group and Individual Therapy Services. Services must be provided by Qualified Mental Health Professionals, with at least a Master's degree, possessing a license issued by the State as required for the following professionals, Psychiatrist, (a physician with expertise in psychiatry) as determined by training, education, or experience; Psychologist with health service provider (HSP) designation; Senior Psychological Examiner; Social Worker who is certified or licensed; Licensed Professional Counselor with Mental Health Service Provider Designation; or: by trained and qualified Master's level Mental Health Professionals who receive ongoing clinical supervision from a Licensed or Certified Qualified Mental Health Professional, or: by students who are matriculated in at least a Masters level mental health training program and are registered for practicum or internship placement and have appropriate and ongoing clinical supervision from a Licensed or Certified Qualified Mental Health Professional.

These services shall be provided for the student(s) at Woodland Hills Youth Development Center at the request of DCS. Such Services shall include:

- A.2.a Individual and group therapy, with written reports and recommendations, to include the following areas:
 - 1.) Psychotherapy
 - 2.) Substance abuse therapy
- A.2.b Case Consultation by a licensed therapist

- A.2.c Mental health case consultation and program consultation shall be conducted with the staff at Woodland Hills Youth Development Center.
- A.2.d Crisis intervention-on call 24 hours a day seven days a week service either through phone consultation or site visit. Contractor will be responsible for providing office, cell, pager, or other number where the institution may reach contractor. All supplies will be furnished by the Contractor.
- A.2.e Contractor will agree to provide on site training for staff on an as requested basis.
- A.3. Comply with all applicable policies and procedures as found in the Department of Children's Services Policy and Procedures Manual.
- A.4. The Contractor shall invoice DCS monthly for services provided. Such invoices shall be submitted to DCS not later than thirty (30) days after the end of the month in which service was rendered.

B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing on July 1, 2005 and ending on June 30, 2010. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed one million, twenty thousand dollars (1,020,000.00). The Payment Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Payment Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Payment Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. <u>Compensation Firm</u>. The Payment Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the Payment Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Payment Rates:

Service(s)

Payment Rate(s) per hour

Et I V	2006	2007	2008	2009	2010
Fiscal Years	\$50.00	\$50.00	\$55.00	\$55.00	\$55.00
Individual Therapy (Licensed)					21222
	\$40.00	\$40.00	\$45.00	\$45.00	\$45.00
Individual Therapy (Non- Licensed)		200.00	#0F 00	\$85.00	\$85.00
Group Therapy (Licensed)	\$80.00	\$80.00	\$85.00		\$75.00
	\$70.00	\$70.00	\$75.00	\$75.00	\$75.00
Group Therapy (Non-Licensed)			MOT OD	\$25.00	\$25.00
	\$25.00	\$25.00	\$25.00	\$25.00	φ20.00
Staff Training	1015.00	MAE 00	PEO 00	\$50.00	\$50.00
Case Consultation	\$45.00	\$45.00	\$50.00	\$50.00	Ψ30.00

The Contractor shall not be compensated for travel time to the primary location of service provision.

The Contractor shall submit monthly, gender separate invoices, (Attachments A & B) for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall, at a minimum, include the name of each individual, the individual's job title, the number of hours worked during the period, the applicable Payment Rate, the total compensation requested for the individual, and the total amount due the Contractor for the period invoiced.

- C.3.a If the Contractor fails to comply with the provision of Section A.4. of the Scope of Services, the Contractor shall forfeit payment for those services.
- C.4. <u>Travel Compensation</u>. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.7. <u>Deductions</u>. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State; they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. <u>Progress Reports</u>. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. <u>State and Federal Compliance</u>. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. <u>Headings</u>. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. <u>Conflicting Terms and Conditions</u>. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

David Mark McFarlin Woodland Hills Youth Development Center 3965 Stewarts Lane Telephone (615) 532-2003 Facsimile (615) 532-8402

The Contractor:

Thomas Catron 1500 21st Avenue South Ste 2200 Nashville, TN 37212 Telephone: 615-322-2028

Telephone: 615-322-2028 Facisimile: 615-322-1578

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:
 - failure to perform in accordance with any term or provision of the Contract;
 - partial performance of any term or provision of the Contract;
 - any act prohibited or restricted by the Contract, or
 - violation of any warranty.

For purposes of this contract, these items shall hereinafter be referred to as a "Breach."

a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, the state shall have available the remedy of Actual Damages and any other remedy available at law or equity.
- Liquidated Damages- In the event of a Breach, the State may assess Liquidated (2)Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Regardless of such uncertainty, Contractor and State agree that the State may withhold as liquidated damages five hundred dollars (\$500.00) per child affected by the breach until the Contractor cures the breach, the State exercises its option to declare a partial default, or the State terminates the Contract. Such amount represents the costs and efforts necessary to procure an alternate vendor(s) to provide the defaulted service; re-staff individual cases, provide or perform the contract requirements; and/or facilitate contract compliance by the Contractor. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained above and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

The State may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract. The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

(3) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date, which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

The State may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general,

- special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken
- Contract Termination— in the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.
- b. State Breach—In the event of a Breach of contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.
- E.5. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.6. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

E.7. <u>Lobbying</u>. The Contractor certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

- E.8. Public Funding Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor relative to this Contract shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Contractor shall be approved by the State.
- E.9. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.
- E.10. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.11. <u>HIPAA Compliance</u>. The State and Contractor shall comply with obligations under the Health insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
 - Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the contract so that both parties will be in compliance with HIPAA.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.12. Public Accountability. If this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor agrees to display a sign stating:

"NOTICE: This Contractor is a recipient of taxpayer funding. if you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454"

Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public passes to receive State funded services.

- E.13. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.14. <u>Date/Time Hold Harmless</u>. As required by *Tennessee Code Annotated*, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.
- E.15. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in Tennessee Code Annotated, Section 8-36-801, et. seq., the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required

to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.

- E.16. <u>Debarment and Suspension</u>. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

IN WITNESS WHEREOF:	
Vanderbilt University:	
CMM M	769-65
Jeff Kaplan, Vice Chancellor, Health Affairs	Date
Department of Children's Services:	
Viola P. Miller/MS	8-2-05 Date
Viola P. Miller, Commissioner	Date
APPROVED:	
DEPARTMENT OF FINANCE AND ADMINISTRATION:	
MA Sout 1/105	9/20/05
M. D. Goetz, Jr., Commissioner	Date /
DEPARTMENT OF PERSONNEL:	
N/A	Date
Randy C. Camp, Commissioner	Date
COMPTROLLER OF THE TREASURY:	1
Jan G. Morgan	9/28/05
John G. Morgan, Comptroller of the Treasury	Date ' '
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Attachment A

NEW VISIONS @ WOODLAND HILLS YOUTH DEVELOPMENT CENTER 359.64 (FEMALE SERVICES)



STATE OF TENNESSEE DEPARTMENT OF CHILDREN'S SERVICES COORDELINE INGUING, S' Floor COORDELINE SICH North AG SIXth Avenue North Nachville, Tennessee 97242-1290		FEE-FOR-SERVICE INVOICE CONTRACTOR INVOICE NUMBER
DIMEN ANTENNA	Contract Number:	
COMMENT Name:	Contractor Tax ID or SSN:	
City, State, Zip Code:	Phone Number:	
Program Type:	Cell Phone:	
Contract Period:	rax Nutriber:	
	E-mail Address:	

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Attachment B

WOODLAND HILLS YOUTH DEVELOPMENT CENTER 359.62 (MALE SERVICES)



FEE-FOR-SERVICE INVOICE CONTRACTOR INVOICE NUMBER						
	Contract Number:	Contractor Tax ID or SSN:	Phone Number:	Cell Phone:	Fax Number:	E-mail Address:
STATE OF TENTESSEE DEPARTMENT OF CHILDREN'S SERVICES CONTRIBUTION OF CHILDREN'S SERVICES CONTRIBUTION, 8" Floor AGS Skith Avenue North Nashville, Tennessee 37242-1290						
	ntractor Name:	mittance Address:	y, State, Zip Code:	одгат Туре:	untract Period:	

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				TOTAL PAYMENT	\$
AUTHORIZATION:		CONTRACT	CONTRACTOR SIGNATURE:		
DCS SIGNATURE AUTHORIZATION	DATE PHONE #	CONTRACTOR SIGNATURE	SIGNATURE	DATE PHONE#	***
	DATE PHONE # PRIN	PRINT NAME OF SIGNEE			:
		I hereby cer invoice, tha the contrac	I hereby certify, to the best of my knowledge, the accuracy of the information provided in this invoice, that the amounts billed have not been previously requested and are in accordance with the contract terms and conditions.	e, the accuracy of the inform sen previously requested an	nation provided in this d are in accordance with
DES FISCAL USE ONLY TC	MÓD				
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